

22 November 2021

PROVISION OF AD-HOC BUS TRANSPORT SERVICES FOR ST JOSEPH'S INSTITUTION FOR A PERIOD OF 2 YEARS FROM 1 JANUARY 2022 TO 31 DECEMBER 2023, WITH AN OPTION TO EXTEND FOR ONE MORE YEAR FROM 1 JANUARY 2024 TO 31 DECEMBER 2024

Dear Supplier,

1. The Visitor in Singapore of The Christian Brothers' Schools, who is the owner of St. Joseph's Institution (the "School") is pleased to invite you to participate in the above open Invitation to Quote ("ITQ") published the School's website.
2. The ITQ consists of the following documents:

Annex A	Instructions to Suppliers
Annex B	Terms and Conditions
Annex C	Requirement Specifications
Annex D	Price Schedule Form
Annex E	Experience and Track Record of Supplier
3. You are required to read the Annexes attached to this invitation carefully before responding to the ITQ.
4. All prices shall be quoted in Singapore dollars.
5. Submit all Proposals, including Annex D (Price Proposal Form) and the documents listed in Annex C (Requirement Specifications of Suppliers) of this ITQ, electronically through email (procurement@sjj.edu.sg) by the stated date and time. The School will not accept late submissions or submissions submitted through other means.
6. All Proposals shall comply with the terms and conditions as set out in the Instructions to Suppliers. The School further reserves the right to accept such portion of each Proposal as the School may decide.
7. Direct all queries with regard to this ITQ to the contact persons given at Annex C.

Ora et Labora



Mrs Susan Lim
Administration Manager

INSTRUCTIONS TO SUPPLIERS

1. DEFINITIONS

1.1 Unless the context otherwise requires, the terms referred to in these Instructions to Suppliers shall have the same meaning as that used in the Terms and Conditions at Annex C of the ITQ.

1.2 In the ITQ:

- (a) Words importing the singular only shall also include the plural and vice versa where the context so requires.
- (b) The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.
- (c) References to “person” or “persons” include any individual, company, limited liability partnership, partnership, business trust, association or body of persons (whether corporate or unincorporated), government or government agency (whether or not having separate legal personality).
- (d) References to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”.
- (e) Any reference to any legislation shall, unless otherwise provided, be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation.
- (f) “month” means calendar month, “week” means calendar week, and “day” means calendar day.
- (g) For the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

2. EVALUATION CRITERIA

2.1 The evaluation criteria for the ITQ is set out in Annex C of the ITQ.

3. ELIGIBILITY

3.1 Any company or business which, or any company or business which has a director who, is currently debarred from participating in Government tenders is not eligible to

participate in the ITQ. If a Quotation is submitted without explicitly mentioning that the Supplier or any of its directors is currently debarred, the School shall treat the submission of the Quotation as an express continuing declaration by the Supplier that the Supplier is in fact eligible to participate in the ITQ and, if such a declaration is discovered to be false, the School will be entitled to rescind any contract entered into pursuant to such a Quotation, without the School being liable therefore in damages or compensation.

4. SUBMISSION OF QUOTATION

- 4.1 Suppliers shall submit their complete Quotation, and the other relevant or supporting documents referred to in the ITQ through the email provided in Annex C.
- 4.2 All Quotations shall be submitted before the Closing Date and Time of the ITQ, as stated at the Annex C.
- 4.3 Each Supplier shall take into consideration the cost of giving its personnel wage increments under the Contract (see Clause 10.1 of Annex C of the ITQ) when pricing its Quotation.
- 4.4 Annex D of the ITQ sets out the estimated quantities of the Services which the School may require the successful Supplier to perform. For the avoidance of doubt, the said quantities are estimates only and are merely for the information of the Supplier.
- 4.5 All prices quoted in a Quotation shall be in Singapore Dollars, exclusive of any GST (if applicable), and shall be deemed to be inclusive of all:
 - (a) Charges the Supplier may incur in the course of providing the Services, including parking charges and road-user charges (e.g. Electronic Road Pricing (ERP) charges); and
 - (b) Costs the Supplier may incur in the course of providing the Services, including the cost of giving its personnel wage increments in accordance with the Contract.
- 4.6 Suppliers shall submit their prices for both the base and optional years of the Contract.
- 4.7 Suppliers shall quote their prices for all the items set out in Annex D of the ITQ.
- 4.8 Every Quotation shall be accompanied by the following:
 - (a) A duly completed copy of the Price Proposal Form set out in Annex D of the ITQ;
 - (b) A list, in the format set out in Annex E of the ITQ, of the clients to which the Supplier provided similar bus transport services during the period mentioned in Annex C of the ITQ;

- (c) The address, fax number and electronic mail address of the Supplier to which the School may send any notice, request, clarification or correspondence.

5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 Quotations will be accepted only if submitted according to these Instructions to Suppliers. Any Quotation which attempts to vary the Terms and Conditions or the Requirement Specifications is liable to be rejected. In consideration of the Supplier agreeing to abide by these Instructions to Suppliers, the School shall evaluate the Supplier's Quotation fairly and in accordance with the said instructions.

6. VALIDITY PERIOD

- 6.1 Quotations submitted shall remain valid for acceptance for the Validity Period specified in the ITQ and during such extension of the period as may afterwards separately be agreed to in writing by the Supplier at the request of the School.

7. ACCEPTANCE OF QUOTATION

- 7.1 The School shall be under no obligation to accept the Quotation with the lowest price or any Quotation.
- 7.2 The School reserves the right, unless the Supplier expressly stipulates to the contrary in its Quotation, to accept such portion of that Supplier's Quotation as the School may decide.
- 7.3 The issue by the School of a Letter of Acceptance or Purchase Order accepting the Quotation or part of the Quotation (see Clause 7.2) shall create a binding contract on the part of the Supplier to supply to the School the Services offered in the Quotation to the extent accepted by the School. The Terms and Conditions set out in Annex B of the ITQ shall apply to that contract.
- 7.4 The Letter of Acceptance or Purchase Order may be issued:
 - (a) Through email to the successful Supplier, or
 - (b) To the successful Supplier's address, as given in its Quotation, by hand or by post, and

such issuance of the Letter of Acceptance or Purchase Order shall be deemed effective communication of acceptance.

- 7.5 Notwithstanding the issuance of the Letter of Acceptance or Purchase Order, the School may at its discretion require the successful Supplier to sign a formal agreement in respect of the contract resulting from the issue of the Letter of Acceptance or

Purchase Order, and the successful Supplier shall do so without unnecessary delay. Where the successful Supplier submitted the Quotation in its capacity as a duly authorised agent of a principal, that principal shall execute, and the successful Supplier shall ensure that the principal executes, the said formal agreement without unnecessary delay.

8. LANGUAGE

- 8.1 The Quotation and all supporting technical data and all documentation to be supplied by the Supplier shall be written in the English language.

9. OWNERSHIP OF QUOTATION DOCUMENTS

- 9.1 All documents submitted by the Supplier in response to the ITQ shall become the property of the School. However, intellectual property in the information contained in the Quotation submitted by the Supplier shall remain vested in the Supplier. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Supplier and the School.

10. ALTERATION, ERASURES OR ILLEGIBILITY

- 10.1 Except for amendments to the entries made by the Supplier itself which are initialled by the Supplier or its authorised representative, Quotations bearing any other alterations or erasures and quotations in which prices are not legibly stated are liable to be rejected.

11. CLARIFICATIONS ON THE SUPPLIER'S QUOTATION

- 11.1 In the event the School seeks clarification upon any aspect of the Supplier's Quotation, the Supplier shall provide full and comprehensive responses within three (3) days of the notification from the School seeking such clarification.

12. EXPENSE OF SUPPLIER

- 12.1 In no case will any expense incurred by the Supplier in the preparation of its Quotation be borne by the School.

13. APPLICABLE LAW

- 13.1 All Quotations submitted pursuant to the ITQ and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

14. CORRIGENDA TO ITQ

14.1 The School reserves the right to amend any terms in, or to issue supplementary terms to the ITQ at any time prior to the Closing Date and Time of the ITQ.

15. DISCLAIMER

15.1 The ITQ may not contain all information which Suppliers may require. Suppliers should therefore make their own inquiries and seek such clarifications they think necessary. The School shall not be liable to any Suppliers for any information in the ITQ which is incomplete or inaccurate.

16. GOODS AND SERVICES TAX

16.1 The Supplier shall declare its GST status in its quotation. It shall clearly indicate whether it is, or will be, a taxable person under the GST Act. It shall also furnish its GST registration number, if applicable.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In the Contract, unless the context otherwise requires:

- (a) **“Bus”** means a bus that is or will be used to perform any of the Services.
- (b) **“Bus Driver”**, in relation to a Bus, means the person driving that Bus in the course of the performance of any of the Services.
- (c) **“Contract”** means the formal agreement executed between the School and the Contractor as a result of the School’s acceptance of the Contractor’s Quotation or, where no such formal agreement is executed, the resulting contract between the School and the Contractor as a result of the School’s acceptance of the Contractor’s Quotation, which terms are contained in the following:
 - (i) The ITQ, including the Instructions to Suppliers, these Terms and Conditions, and the Requirement Specifications;
 - (ii) The Contractor’s Quotation;
 - (iii) The Letter of Acceptance or Purchase Order;
 - (iv) Any Works Orders issued by the School to the Contractor;
 - (v) Any correspondence exchanged between the School and the Contractor which is agreed to by the School in writing as amplifying or modifying the ITQ or the Contractor’s Quotation; and
 - (vi) Any corrigenda issued by the School in respect of the ITQ,including all schedules and annexes to such documents as relevant.
- (d) **“Contract Period”** means the Initial Contract Period (as defined in Clause 3.1) together with such extensions to that period as may be made by the School under Clause 3.2.
- (e) **“Contractor”** means a Supplier whose Quotation has been accepted by the School.
- (f) **“GST”** means goods and services tax charged under the GST Act.

- (g) **“GST Act”** means the Goods and Services Tax Act (Cap. 117A).
- (h) **“ITQ”** means the invitation to quote for the supply of the Services and comprises all documents forwarded to the Supplier, including the Instructions to Suppliers, these Terms and Conditions, and the Requirement Specifications.
- (i) **“Late Night Period”** means the period starting at 11 p.m. of any day and ending immediately before 6 a.m. of the following day.
- (j) **“Letter of Acceptance or Purchase Order”** means the letter or order issued by the School accepting the Supplier’s Quotation.
- (k) **“Losses”** means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.
- (l) **“Non-Peak Period”** means any period of time that is not a Late Night Period or a Peak Period.
- (m) **“Parties”** means the School and the Contractor, and **“Party”** means any one of them.
- (n) **“Peak Period”** means any of the following:
 - (i) The period starting at 6 a.m. of any day that is not a Saturday, Sunday or public holiday in Singapore and ending immediately before 9.01 a.m. of that day;
 - (ii) The period starting at 4.30 p.m. of any day that is not a Saturday, Sunday or public holiday in Singapore and ending immediately before 8.01 p.m. of that day;
 - (iii) The period starting at 6 a.m. of any day that is a Saturday, Sunday or public holiday in Singapore and ending immediately before 11 p.m. of that day.
- (o) **“Quotation”** means the offer submitted by the Supplier to provide Services to the School in response to the ITQ, and other documents submitted by the Supplier and accepted in writing by the School as modifying such offer submitted by the Supplier.
- (p) **“Road Traffic Act”** means the Road Traffic Act (Cap. 276) and all subsidiary legislation made under it.
- (q) **“Requirement Specifications”** means the specifications set out in Annex D of the ITQ and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time.

- (r) **“School”** means the legal owner of St. Joseph’s Institution, being The Visitor in Singapore of The Christian Brothers’ Schools.
- (s) **“Services”** means the services proposed in the Contractor’s Quotation as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance or Purchase Order which the Contractor is required to provide under the Contract.
- (t) **“Supplier”** means a person or its permitted assigns and successors offering to provide the Services pursuant to the ITQ, and shall be deemed to include two (2) or more persons if appropriate.
- (u) **“Working Day”** means a day which is not a Saturday, Sunday or a public holiday in Singapore.
- (v) **“Works Order”** has the same meaning assigned to it in Clause 4.1.

1.2 In the Contract:

- (a) Words importing the singular only shall also include the plural and vice versa where the context so requires.
- (b) The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.
- (c) References to “person” or “persons” include any individual, company, limited liability partnership, partnership, business trust, association or body of persons (whether corporate or unincorporated), government or government agency (whether or not having separate legal personality).
- (d) References to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”.
- (e) Any reference to any legislation shall, unless otherwise provided, be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation.
- (f) “month” means calendar month, “week” means calendar week, and “day” means calendar day.
- (g) For the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

2. SCOPE OF CONTRACT

- 2.1 The Contractor shall carry out and complete the supply of all the Services in accordance with the Contract.

3. DURATION OF CONTRACT AND OPTION TO EXTEND

- 3.1 The Contract shall commence on the date of issuance of the Letter of Acceptance or Purchase Order by the School or 1 January 2022, whichever is later and shall, unless extended under Clause 3.2 or terminated before its expiry, remain in force for a period of **two (2) years** (the "Initial Contract Period").

- 3.2 The School shall have the option to extend the Initial Contract Period by a further period of **one (1) year**. Unless otherwise specifically agreed between the Parties, the extended period shall be subject to the same terms and conditions as set out in the Contract. The School shall exercise such option by giving the Contractor at least one (1) month written notice.

4. WORKS ORDERS

- 4.1 The School shall engage the Contractor for the supply of Services from time to time by issuing an order in the form set out in Annex F of the ITQ (the "Works Order").

- 4.2 Where the Contractor receives, during the Contract Period, any Works Order, the Contractor shall supply the Services specified in the Works Order in accordance with the Contract.

- 4.3 The School shall be under no obligation to purchase any Services or any minimum quantity of Services except to the extent of any Works Order issued by the School.

5. PAYMENT

- A. The Contractor shall, in respect of each month in which Services have been performed, prepare a summary of all such performed Services in such form as the School may require ("**Monthly Summary**").

- B. The Contractor shall submit the Monthly Summary for a particular month to the School by the **10th day of the following month** in such manner as the School may require.

- C. Upon the Contractor submitting the Monthly Summary to the School in accordance with Clause 5.1, the Contractor may invoice the School for payment of the Services set out in the Monthly Summary. Every such invoice shall be submitted to the School and shall be accompanied by such documents as the School may require. The said accompanying documents shall be submitted to the School through such means and in such form as may be specified by the School.

- D. Within thirty (30) days from the date of receipt by the School of the Contractor's invoice and accompanying documents (if any) in accordance with Clause 5.3, the School shall make payment to the Contractor for the Services to which that invoice relates by Interbank GIRO, provided that:
- (a) Such payment shall be pro-rated to take into account any shortfall in the Services performed;
 - (b) No payment shall be considered as evidence of the quality of any Services to which such payments relate or a waiver of any default on the part of the Contractor in the performance of its obligations; and
 - (c) No payment shall relieve the Contractor from its other obligations under the Contract.
- E. The Contractor shall, within thirty (30) days after the date of the Letter of Acceptance or Purchase Order, provide the School with the relevant bank account details and the duly completed direct credit authorisation form for the purpose of enabling the School to make payment by Interbank GIRO.
- F. The School shall not be required to pay for expenses or cost of whatever nature other than those expressly set out in the Contract or otherwise expressly agreed to in writing by the School.
- G. Where the Contractor is a taxable person under the GST Act, the School shall reimburse the Contractor for any such GST charged on the supply by the Contractor of goods or services under the Contract.
- H. Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if the Contractor is a taxable person for the purpose of the GST Act, be in the same form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.

6. TAXES, FEES AND DUTIES

- 6.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its personnel in carrying out its obligations under the Contract.
- 6.2 If the School receives a request from the tax authorities or otherwise decides to pay on behalf of the Contractor or the Contractor's personnel, or to withhold payments from the Contractor in order that the School may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments ("**Taxes**"), the Contractor hereby agrees that the School may deduct such Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

6.3 For the avoidance of doubt, in the event that withholding taxes are imposed by the tax authorities on any payments due under the Contract, the Contractor shall bear all such withholding taxes and the School shall deduct such taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

7. FORCE MAJEURE

7.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control ("**Force Majeure Event**") provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, "**Force Majeure Event**" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires and other catastrophes.

7.2 If the effect of any Force Majeure Event continues for a period exceeding three (3) months, the School may at any time thereafter give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor in damages or compensation.

7.3 If a Force Majeure Event occurs, the Contractor or the School (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Contract as is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.

7.4 Failure of the Contractor's subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the control of the Contractor.

8. GIFTS, INDUCEMENT AND REWARDS

8.1 The School shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any Losses resulting from such termination or rescission if:

- (a) Any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
 - (i) Doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or
 - (ii) Showing favour to any person in relation to any contract with the School; or
- (b) Any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

8.2 The Contractor's liability under this Clause 8 is not subject to, but is in addition to, any limit of liability prescribed by any other provisions of the Contract.

8.3 In this Clause 8:

"Anti-Corruption Laws" means:

- (a) Chapter IX of the Penal Code (Cap. 224);
- (b) The Prevention of Corruption Act (Cap. 241); and
- (c) Any other applicable law including any foreign law which:
 - (i) Prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person: or
 - (ii) Is broadly equivalent to the laws set out in paragraph (a) or (b) or which has as its objective the prevention of corruption.

"Contractor Representative" means:

- (a) The Contractor;
- (b) Any person employed by the Contractor; or
- (c) Any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

9. TERMINATION OF CONTRACT

- 9.1 The School may terminate the Contract immediately by giving written notice to the Contractor if:
- (a) The Contractor has breached any term of the Contract that is, in the opinion of the School, incapable of remedy; or
 - (b) The Contractor has breached any term of the Contract that is, in the opinion of the School, capable of remedy and has failed to remedy the breach after seven (7) days from being required by the School in writing to do so.
- 9.2 Notwithstanding Clause 9.1, the School shall be entitled to immediately terminate the Contract by written notice to the Contractor if:
- (a) The Contractor becomes insolvent;
 - (b) Where the Contractor is a company, a receiver or liquidator is appointed over any undertaking or property of the Contractor, or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Contractor;
 - (c) Where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
 - (d) Where the Contractor is an individual, the Contractor becomes bankrupt or dies;
 - (e) Legal proceedings alleging insolvency are brought against the Contractor;
 - (f) The Contractor enters into any composition or arrangement with creditors; or
 - (g) The Contractor is debarred from participating in public sector tenders.
- 9.3 In the event of termination of the Contract pursuant to Clause 8.1 or Clause 9.1 or Clause 9.2, the School shall have the right to purchase from other sources all the Services which remain unperformed at the time of termination or similar services, and all increased costs reasonably incurred by the School shall be recoverable from the Contractor.
- 9.4 For the avoidance of doubt, without prejudice to any right to terminate the Contract under the Contract, the Parties may at any time terminate the Contract by way of a mutual written agreement.

10. COMPLIANCE WITH LAW

- 10.1 The Contractor shall, at its own costs, obtain and maintain all licences, permits, certifications and regulatory authorisations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

10.2 The Contractor shall, in performing its obligations under the Contract, comply with all applicable laws and shall keep the School indemnified against all penalties and liabilities of every kind for the breach of any such laws.

11. SUB-CONTRACT, TRANSFER AND ASSIGNMENT

11.1 The Contractor shall not, without the prior written consent of the School, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

11.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of any subcontractor, their agents, or personnel.

12. DELAY IN PERFORMANCE

12.1 If the Contractor fails to complete the performance of any Services by the date(s) and time(s) specified in a Works Order, the School shall have the right — in addition to and without prejudice to all other rights or remedies available, including the School's right to terminate the Contract pursuant to Clause 9.1 — to cancel all or any such Services from the Contract without compensation and obtain them (the "**Replacement Services**") from other sources and all increased costs thereby incurred shall be borne by the Contractor provided that the quantity of the Replacement Services so obtained shall not exceed the quantity stated in the Works Order.

13. VARIATION

13.1 No variation of the Contract shall be of any force unless agreed upon in writing by both Parties.

14. INDEMNITY

14.1 The Contractor shall indemnify and keep indemnified the School against any and all Losses sustained, incurred, paid by or suffered by the School arising out of or in connection with any act or omission on the part of the Contractor, its subcontractor or any of their directors, officers, personnel or agents (the "**Contractor Parties**") unless the Contractor can show that:

(a) It is not due to the Contractor's breach, failure or delay in the performance of the Contract; and

(b) It is not due to the negligent, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of any of the Contractor Parties.

14.2 If any claim is commenced against the School that may give rise to a claim against the Contractor under Clause 14.1, notice thereof shall be given to the Contractor as soon as practicable.

- 14.3 Upon receipt of such notice, if required by the School, the Contractor shall immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to the School to handle and defend the same, at the Contractor's sole cost and expense.
- 14.4 In the event the Contractor takes control of the defence and investigation of the claim, the School shall co-operate, at the cost of the Contractor, in all reasonable respects with the Contractor and its attorneys in the investigation, trial and defence of such claim and any appeal arising therefrom; provided, however, that this will not limit the School's right to participate, at the Contractor's cost and expense, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Contractor shall be entered into without the consent of the School.
- 14.5 Notwithstanding anything to the contrary in the Contract, the School shall, at all times, have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of the Contractor. If required by the School, the Contractor shall immediately relinquish control of the defence and investigation of such claim.
- 14.6 This Clause 14 shall survive the termination or expiry of the Contract.

15. REFERENCES, USE OF LOGOS AND PUBLICITY

- 15.1 The Contractor may not, save with the prior written approval of the School, make reference to the School, nor use any logos associated with the School in any form of publication, and in particular any marketing or publicity materials, including but not limited to, name cards, company letterheads and company brochures. Such prior approval shall be sought in reasonable time.
- 15.2 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the School. Such prior approval shall be sought in reasonable time.

16. WAIVER

- 16.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under the Contract or at law or in equity, or arises from any breach by the other Party, (a) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.

16.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.

16.3 Any waiver granted under the Contract must be in writing and may be given subject to conditions. Such waiver under the Contract shall be effective only in the instance and for the purpose for which it is given.

17. REMEDIES

17.1 The rights and remedies of a Party under the Contract are cumulative and are without prejudice and in addition to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Contract, or at law or in equity shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Contract, at law or in equity.

18. MEDIATION

18.1 Notwithstanding anything in the Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to the Contract (a “**Dispute**”) and subject to Clause 18.3, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedures of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 18.1 if they have gone through at least one (1) mediation session at the Singapore Mediation Centre.

18.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 18.

18.3 The mediation session is to commence no later than ninety (90) days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.

18.4 Failure to comply with Clause 18.1 or 18.2 shall be deemed to be a breach of the Contract.

19. RIGHTS OF THIRD PARTIES

19.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any term of the Contract.

20. SET-OFF

20.1 Whenever under the Contract any sum of money (including any damages) is recoverable from or payable by the Contractor, the same may be deducted from any

sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with the School.

21. CORRESPONDENCE

21.1 Subject to Clause 21.2, any Works Order, notice, request, waiver, consent or approval (hereafter collectively referred to as “**Notice**”) shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or fax to:

(a) In the case of the Contractor, the Contractor’s address or fax number, as the case may be, set out in the Quotation; and

(b) In the case of the School, the following address, as the case may be:

38 Malcolm Road
Singapore 308274
Attention: Administration Manager

21.2 In addition to Clause 21.1, any Notice may also be made by the School to the Contractor by electronic mail or other electronic means and shall be deemed to have been duly given or made when it is sent to the Contractor’s electronic mail address set out in the Quotation.

21.3 Either Party may change its address, fax number and, in the case of the Contractor, electronic mail address referred to above by giving the other Party written notice of the change.

22. ENTIRE AND WHOLE AGREEMENT

22.1 The Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

23. APPLICABLE LAW

23.1 The Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the Parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

24. ORDER OF PRECEDENCE OF DOCUMENTS

24.1 The Parties agree that the following documents in the Contract shall be read in the following, diminishing order of precedence:

- (a) If applicable, the formal agreement executed between the Parties in respect of the Contract;
- (b) If applicable, the Letter of Acceptance or Purchase Order;
- (c) Any correspondence exchanged between the Parties which is agreed to by the School in writing as amplifying or modifying the ITQ or the Contractor's Quotation;
- (d) Any corrigenda issued by the School in respect of the ITQ;
- (e) These Terms and Conditions;
- (f) The Requirement Specifications;
- (g) The Instructions to Suppliers;
- (h) The Contractor's Quotation;
- (i) The applicable Works Orders issued by the School to the Contractor.

24.2 Where any conflict occurs between the provisions contained in two (2) or more of the documents specified in Clause 24.1, the document lower in the order of precedence shall where possible be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions shall be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.

REQUIREMENT SPECIFICATIONS

We invite you to submit an offer for the requirements stated as follows:

Section A: Contact Details	
Contact Information 1:	Name: Mrs Susan Lim Designation: Administration Manager Contact No: 6250-0022 Email: procurement@sjj.edu.sg
Section B: Requirement Specifications	
ITQ Description:	Supply of transport service for two (2) years, from 1 January 2022 to 31 December 2023, with an option to extend one more year, from 1 January 2024 to 31 December 2024. Unless the context otherwise requires, the terms referred to in these Requirement Specifications shall have the same meaning as that used in the Terms and Conditions at Annex B of the ITQ.
Scope of Requirements:	<ol style="list-style-type: none"> 1. Base Period: 1 January 2022 to 31 December 2023 (2 years) 2. Option to Extend: 1 January 2024 to 31 December 2024 (1 year) 3. School Enrolment: Approximately 2,000 students per year <p>A. SERVICES REQUIRED</p> <p>During the Contract Period, the Contractor shall supply the following Services to the School as and when the School issues a corresponding Works Order to the Contractor for such Services:</p> <p>(a) The charter of such number and type(s) of Buses specified in the Works Order for the conveyance of passengers, at the date(s) and time(s) specified in the Works Order, from the location(s) in Singapore specified in the Works Order to such other location(s) in Singapore specified in the Works Order (“One-Way Trip”);</p> <p>(b) The charter of such number and type(s) of Buses specified in the Works Order for the conveyance of passengers, at the date(s) and time(s) specified in the Works Order, from:</p> <ol style="list-style-type: none"> (ii) The location(s) in Singapore specified in the Works Order (“Location A”) to such other location(s) in Singapore specified in the Works Order (“Location B”); and (iii) Location B to Location A or such other location(s) in Singapore specified in the Works Order, <p>hereafter referred to as “Two-Way Trip”;</p>

For the avoidance of doubt:

- (a) The School may require the Contractor to perform any of the Services **at any time and on any date**, including Saturdays, Sundays and Singapore public holidays; and
- (b) The locations referred to in Clause 2.1 include off-shore locations such as Sentosa and Jurong Island.

1. CAPACITY TO PERFORM THE SERVICES

- 1. The Contractor shall ensure that it has available at all material times sufficient numbers of Buses which meet or exceed the seating capacity set out in Annex D of the ITQ, and sufficient numbers of Bus Drivers, to perform the Services in accordance with the Contract and the relevant Works Order.
- 2. Annex D of the ITQ sets out the estimated quantities of the Services which the School may require the Contractor to perform. For the avoidance of doubt, the said quantities are estimates only and are merely for the information of the Contractor.

2. BUS REQUIREMENTS

- 1. The Contractor shall ensure that every Bus conforms to or exceeds all the requirements of the Land Transport Authority of Singapore (“LTA”), is equipped with first aid box, fire extinguisher, air-conditioning, is maintained in a good working condition, and is clean and free from litter and pests.
- 2. Every Bus should preferably be equipped with a functional Global Positioning System (GPS) to assist its driver in navigation.
- 3. The Contractor shall ensure that the following will not be used to perform any of the Services:
 - (a) Any vehicle which does not meet all of the requirements specified in this Scope of Requirements;
 - (b) Any vehicle which is not registered under the Road Traffic Act and is not licensed by the LTA for use on Singapore roads;
 - (c) Any vehicle which registration under the Road Traffic Act, or licence for use on Singapore roads, or both registration and licence, have been cancelled;

	<p>(d) Any vehicle the use of which to perform the Services amounts to an offence under the Road Traffic Act.</p> <p>3. BUS DRIVER REQUIREMENTS</p> <p>1. The Contractor shall ensure that each Bus Driver:</p> <p>(a) Possesses all the necessary licences (for example, a driving licence and the relevant public service vehicle vocational licence) to lawfully drive the Bus that Bus Driver is deployed to drive, including, where applicable, all the necessary employment permits to perform such work in Singapore; and</p> <p>(b) Is equipped with a mobile telephone to facilitate communication with the Contractor and the School.</p> <p>2. Every Bus Driver should:</p> <p>(a) Have at least one (1) year of experience in driving the class or classes of Buses he or she is deployed to drive;</p> <p>(b) Be familiar with the layout and traffic conditions of Singapore roads;</p> <p>(c) Be friendly, approachable and polite; and</p> <p>(d) Be able to hold basic conversations in the English language.</p> <p>3. The Contractor shall ensure that any person which does not meet all of the requirements specified in Clause 5.1 will not be deployed as a Bus Driver.</p>
<p>Issuance, amendment, and cancellation of Works Order</p>	<p>1. For the avoidance of doubt, the School may issue a Works Order to the Contractor in accordance with the Terms and Conditions at Annex B of the ITQ.</p> <p>2. Subject to Item 6 below, where a Works Order is for Services that require the use of:</p> <p>(a) Less than six (6) Buses regardless of the seating capacity of those Buses, the School shall issue the Works Order at least three (3) Working Days.</p> <p>(b) Six (6) or more Buses regardless of the seating capacity of those Buses, the School shall issue the Works Order at least ten (10) Working Days.</p> <p>For avoidance of doubt, the working days in this Clause will exclude the day the Contractor receives the Works Order and the day of requirement.</p>

3. The Contractor shall provide the School with written acknowledgement of the Contractor's receipt of a Works Order within twenty-four (24) hours of receiving that Works Order. Such written acknowledgement may be made by way of electronic mail or fax.
4. Where a Works Order has been issued to the Contractor, the Contractor shall, at least twenty-four (24) hours before the day on which a Service set out in that Works Order is to be performed, provide to the School in writing the licence plate number of every Bus that will be used to perform that Service, and the name and mobile telephone number of every Bus Driver that will be driving those Buses.
5. Notwithstanding Item 2 above, the Contractor acknowledges that the School may require any of the Services on an urgent basis, and the School in such cases may not be able to issue the Works Order for such Services in accordance with the timelines set out in Item 2. In such an event, the Contractor shall try its utmost best to fulfil the Works Order as best as reasonably possible, and shall promptly inform the School if the Contractor is of the view that it may not be able to fulfil the entire Works Order.

AMENDMENT OF WORKS ORDERS

6. The School may, without incurring any additional charges, amend the time (pick-up/ return time) and location (pick-up/ drop-off point) specified in a Works Order by giving the Contractor written notice of the amendments at least twenty-four (24) hours before the passenger pick-up time specified in the Works Order for the Service affected by such an amendment, provided that this right to amend a Works Order shall not be used to amend any Service that is to be performed on a Saturday, Sunday or public holiday in Singapore.
7. Without prejudice to Item 6 above, the School may also amend the time (pick-up/ return time) and location (pick-up/ drop-off point) specified in a Works Order by giving the Contractor written notice of the amendments within a period less than that set out in Item 6 and paying the Contractor the Amendment Charges specified in the Contractor's Quotation (if applicable), provided that this right to amend a Works Order shall not be used to amend any Service that is to be performed on a Saturday, Sunday or public holiday in Singapore, and shall not be exercised in an unreasonable manner.
8. For avoidance of doubt, there shall be no amendment to the date, type of trip, number and type of buses. Such changes shall be done via Cancellation and Issuance of Works Order.

	<p>CANCELLATION OF WORKS ORDERS</p> <p>9. The School may cancel any of the Services specified in a Works Order by giving the Contractor written notice of the cancellation and, where the notice is given less than twenty-four (24) hours before the pick-up time specified in the Works Order for the cancelled Service, or on or after the said pick-up time, paying the Contractor the applicable Cancellation Charges specified in the Contractor’s Quotation.</p>
<p>Service Levels</p>	<ol style="list-style-type: none"> 1. The Contractor shall ensure that every Bus used to perform a particular Service shall arrive at the applicable pick-up point specified in the Works Order at least ten (10) minutes before the pick-up time specified in the Works Order for that Service. 2. The Contractor shall provide the School with a means of contacting the Contractor, such as a telephone number, which can be used to contact the Contractor at any time of the day for emergency purposes. 3. The Contractor shall immediately liaise with the School in the event of any emergency that affects the performance of any of the Services, or the safety of any passenger of a Bus during the performance of any of the Services. 4. Where the Contractor is in breach of Item 1 above and any one or more of the Buses used to perform the Services does not arrive at the applicable pick-up point specified in the Works Order within thirty (30) minutes after the applicable pick-up time specified in the Works Order: <ol style="list-style-type: none"> (a) The affected Services shall be regarded as cancelled at no cost to the School, and any payment by the School to the Contractor in respect of such cancelled Services shall be on a pro rata basis; (b) The School shall have the right to obtain the cancelled Services (hereafter referred to as “Replacement Services”) from other sources, and all increased costs thereby incurred shall be recoverable by the School from the Contractor, provided that the quantity of the Replacement Services shall not exceed the quantity of cancelled Services. 5. Where the School requests or causes a deferment of a pick-up time specified in the Works Order by more than thirty (30) minutes, the School shall pay the Contractor the charges specified in the Contractor’s Quotation for such delay.
<p>School address</p>	<p>St. Joseph’s Institution 38 Malcolm Road, Singapore 308274</p>

Track Record and/or Experience	Suppliers should have at least 3 years of experience in providing transport service to educational institutions, starting from 1 January 2018.												
Documents	Suppliers are required to attach the following documents when responding to the ITQ to facilitate evaluation: a) The Supplier's introduction which may include company profile, a brief write-up of the scope of services offered etc b) Fleet size – breakdown by seating capacity c) Completed Annex D Price Schedule Form												
Section C: Evaluation Criteria													
Critical Evaluation Criteria	The Supplier shall not be debarred from participating in tenders called by the Government of Singapore. In addition, no director of the Supplier shall be debarred from participating in tenders called by the Government of Singapore.												
Other Evaluation Criteria	Proposals that fulfil the critical criteria will be further evaluated based on the following evaluation criteria and weightings: <table border="1" data-bbox="483 936 1414 1106"> <thead> <tr> <th>S/N</th> <th>Criteria</th> <th>Weightings</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Price</td> <td>80%</td> </tr> <tr> <td>2</td> <td>Track records of company</td> <td>10%</td> </tr> <tr> <td>3</td> <td>Experience of company</td> <td>10%</td> </tr> </tbody> </table>	S/N	Criteria	Weightings	1	Price	80%	2	Track records of company	10%	3	Experience of company	10%
S/N	Criteria	Weightings											
1	Price	80%											
2	Track records of company	10%											
3	Experience of company	10%											
Section D: Instructions to Suppliers													
Closing date and time for the submission of proposals	The closing date and time are as stated below: ITQ opening date: 22 November 2021 ITQ closing date: 2 December 2021 Quotations must be sent via email to: procurement@sjl.edu.sg to be considered. The School will not accept late submissions or submissions submitted through other means.												
Validity period of proposals	The validity of a supplier's proposal (including that supplier's price proposal): 60 days												
Submission of Price Offers	<ul style="list-style-type: none"> Suppliers shall quote based on the Price Schedule Form (per Annex D, exclusive of GST). Please indicate if prices are subject to GST charge. 												
Payment Mode	<ol style="list-style-type: none"> The Contractor shall render a bill to the School on a monthly basis, for services provided under the Contract. The Contractor must accept payment through Inter-Bank GIRO, and would be required to set up a vendor record with the School to authorise the School for payment to be made directly to the Contractor's bank account, upon receipt of the Purchase Order. 												

	<p>3. Payment will be made within 30 days after the invoice date.</p> <p>4. Payment for services rendered will be subject to withholding tax (if applicable) in accordance to Singapore tax law. When submitting their proposals, suppliers should declare if they are subject to withholding tax.</p>
For Enquiries	If you need further clarifications, you may contact the officer stated in Section A (Contact Details) above.

PRICE PROPOSAL FORM

1. Supplier shall price the following items based on the requirement specifications in Annex C.
2. Supplier shall quote on per package price for base and option items (if applicable) in Annex D.
3. Supplier's bids shall include parking charges and road-user charges (e.g. Electronic Road Pricing (ERP) charges; and costs the supplier may incur in the course of providing the Services.

For Base Year Period: 1 January 2022 to 31 December 2023

Type of Service	Type of Bus ¹	Estimated No of Trips (To be filled up by School ²) (A)	Cost per trip (S\$) (To be filled up by Supplier) (B)	Total Cost (S\$) (To be filled up by Supplier) (A)x(B)
One-Way Trip	19 and below	140		
	20-seater	60		
	40-seater	0		
	45-seater	340		
Two-Way Trip	19 and below	60		
	20-seater	60		
	40-seater	0		
	45-seater	440		
Overall Quotation Price for Base Year				S\$

¹ Seat Capacity is excluding the Bus Driver.

For Option Year Period: **1 January 2024 to 31 December 2024**

Type of Service	Type of Bus ³	Estimated No of Trips (To be filled up by School ⁴) (A)	Cost per trip (S\$) (To be filled up by Supplier) (B)	Total Cost (S\$) (To be filled up by Supplier) (A)x(B)
One-Way Trip	19 and below	70		
	20-seater	30		
	40-seater	0		
	45-seater	170		
Two-Way Trip	19 and below	30		
	20-seater	30		
	40-seater	0		
	45-seater	220		
Overall Quotation Price for Option Year				S\$

³ Seat Capacity is excluding the Bus Driver.

EXPERIENCE AND TRACK RECORD OF SUPPLIER

1. Please indicate Experience of Supplier: _____ Years
2. Please provide the details of clients that supplier is currently providing or had previously provided bus transport services from 1 January 2018 to closing date of quotation.

No.	Name of Clients	Put a "V" in the respective column	
		Current Clients (existing contract)	Previous Clients (past contract)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			